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RECORDED 11/17/2015 3:32 PM

MELISSA C NAGEL

REGISTER OF DEEDS OFFICE

CRAWFORD COUNTY, WI

RECORDING FEE: 30.00

PAGES: 3

Parcel: 12.014.0294.0000 (pt)
12.014.0293.0000 (pt)

EASEMENT

THIS EASEMENT is made this 16th day of November 2015 by

STEPHEN E. WELTER JR. and KATHLEEN M. WELTER, husband and wife, "Grantor,"

to

DAKOTA, MINNESOTA & EASTERN RAILROAD CORPORATION of 120 South Sixth Street, Minneapolis, Minnesota 55402, "Grantee",

WITNESSETH:

Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a non-exclusive access easement to, to-wit:

The property burdened by this Easement is described as:

THAT PART OF the SE1/4 of the SE1/4 of Section 19, T7N, R6W, Town of Prairie du Chien, Crawford County, Wisconsin more particularly described as follows:

COMMENCING at a Harrison monument at the southeast corner of said Section 19;
thence N00°31'33"W along the east line of the SE1/4 of the SE1/4 of said Section 19, 761.
99 ft. to the end of the public road known as Radio Lane and the point of beginning;
thence continuing N00°31'33"W along said east line, 559.90 ft. to the north line of the
SE1/4 of SE1/4 of said Section 19;
thence N89°58'22"W along said north line, 38.15 ft. to a 3/4" solid round iron rod;
thence S00°09'48"E, 381.68 ft. to the point of curvature of a curve to the right having a
radius of 3,869.00 ft. and a central angle of 01°12'08";
thence southerly along the arc of said curve, 81.18 ft. to the point of tangency thereof, said

curve having a long chord bearing S00°26'16"W, 81.18 ft.; thence S01°02'20"W, 96.25 ft.;
thence S88°57'40"E, 44.57 ft. to the point of beginning.

the "**Easement Property,**" for the benefit of the following land:

THAT PART OF the SE1/4 of the SE1/4 of Section 19, T7N, R6W, Town of Prairie du Chien, Crawford County, Wisconsin more particularly described as follows:

COMMENCING at a Harrison monument at the southeast corner of said Section 19;
thence N00°31'33"W along the east line of the SE1/4 of the SE1/4 of said Section 19,
1321.90 ft. to the northeast corner of said SE1/4 of the SE1/4;
thence N89°58'22"W along the north line of said SE1/4 of the SE1/4, 38.15 ft. to a 3/4" solid
round iron rod at the point of beginning;
thence continuing N89°58'22"W along said north line, 75.00 ft. to a 3/4" solid round iron
rod;
thence S00°09'48"E, 100.00 ft. to a 3/4" solid round iron rod; thence S89°58'22"E, 75.00 ft.
to a 3/4" solid round iron rod;
thence N00°09'48"W, 100.00 ft. to the point of beginning.

the "**Benefitted Property.**"

The Easement granted herein shall be for the sole purpose of Ingress and Egress to the Benefitted Property and be appurtenant and run with the title to the Benefitted Property.

Grantee may grade and remove snow from the Easement Property, but shall not make any additional improvements without the consent of Grantor, nor shall Grantee suffer any costs for improvement of the Easement Property without its advance consent.

Grantor reserves the title to the Easement Property to itself, and the Grantee's use of the land pursuant to this Easement, however long continued, shall not vest in the Grantee rights adverse to those of the Grantor other than those granted by this Easement.


Grantee shall fully indemnify the Grantor against any and all loss, damage, liability, claims, suits, judgments, costs, and expenses (including reasonable attorneys' and witness fees) in any manner pertaining to injury to or death of any person or damage to or destruction of any property, where such injury, death, damage, or destruction arises in whole or in part from any act or omission of the Grantee (or the Grantee's employees, agents, representatives, or invitees) in connection with the exercise of the permission herein granted.

This indenture shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee.

WITNESS, the hand and seal of the Grantor the 16TH day of NOVEMBER, 2015.

STEPHEN E. WELTER, JR.

STEPHEN E. WELTER, JR.



KATHLEEN M. WELTER,

Kathleen M Walter

STATE OF WISCONSIN)
)SS
COUNTY OF Manitowish)

The foregoing was acknowledged before me this 16th day of November, 2015, by Stephen E. Welter, Jr. and Kathleen M. Welter to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as their free act and deed.



 Notary Public
 My Commission expires: 8-31-10

Return to:
This instrument drafted by:
Real Estate Department
Canadian Pacific
900 Canadian Pacific Plaza
120 South Sixth Street
Minneapolis, Minnesota 55402